

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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IN RE: CATHODE RAY TUBE (CRT))  
ANTITRUST LITIGATION )  
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 ) Case No. 3:07-cv-5944  
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HEARING BEFORE SPECIAL MASTER HON. MARVIN QUINN  
San Francisco, California  
Wednesday, October 5, 2016

Reported by:  
JOANNA BROADWELL  
CSR No. 10959  
Job No. 2459187

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<p>1 UNITED STATES DISTRICT COURT  2 NORTHERN DISTRICT OF CALIFORNIA  3 SAN FRANCISCO DIVISION  4  5 IN RE: CATHODE RAY TUBE (CRT)  ANTITRUST LITIGATION )  6 )  7 )  8 ) Case No. 3:07-cv-5944  9 )  10  11  12 PROCEEDINGS before SPECIAL MASTER HON. MARVIN  13 QUINN taken at Two Embarcadero Center, Ste. 1500, San  14 Francisco, California, beginning at 1:29 p.m. and ending  15 at 2:24 p.m. on Wednesday, October 5, 2016,  16 before JOANNA BROADWELL, Certified Shorthand  17 Reporter No. 10959.  18  19  20  21  22  23  24  25</p>	<p>1 (Continued Appearances - Page 2)  2  3  4 LAW OFFICES OF FRANCIS O. SCARPULLA  5 By: Francis O. Scarpulla  6 Patrick B. Clayton  7 Attorneys at Law  8 456 Montgomery Street, 17th Floor  9 San Francisco, CA 94104  10 (415) 693-0700  11 E-MAIL: fos@scarpullalaw.com  12 E-MAIL: pbc@scarpullalaw.com  13  14  15 Law Offices of Theresa D. Moore  16 By: Theresa D. Moore  17 Attorney at Law  18 One Sansome Street, 35th Floor  19 San Francisco, CA 94104  20 (415) 434-8900  21 E-MAIL: tmoore@aliotolaw.com  22  23  24  25</p>
<p>1 APPEARANCES:  2  3 For Indirect Purchaser Plaintiffs:  4  5 Trump, Alioto, Trump &amp; Prescott  6 By: Mario Alioto  7 Lauren Capurro  8 Attorneys at Law  9 2280 Union Street  10 San Francisco, CA 94123  11 (415) 563-7200  12 E-MAIL: jmalimoto@aliotolaw.com  13 E-MAIL: laurenrussell@tatp.com  14  15 Bramson, Plutzik, Mahler &amp; Birkhaeuser  16 By: Daniel E. Birkhaeuser  17 Attorney at Law (By telephone)  18 2125 Oak Grove Road, Suite 120  19 Walnut Creek, CA 94598  20 Tel (925) 945-0200  21 E-MAIL: dbirkhaeuser@bramsonplutzik.com  22  23  24  25</p>	<p>1 (Continued Appearances - Page 3)  2  3 Straus &amp; Boies, LLP  4 By: Tim Battin  5 Attorney at Law (By telephone)  6 4041 University Drive, Fifth Floor  7 Fairfax, VA 22030  8 (703) 764-8700  9 E-MAIL: tbattin@straus-boies.com  10  11  12 Law Office of Brian Barry  13 By: Jeffrey C. Shea  14 Attorney at Law (By telephone)  15 1801 Avenue of the Stars, No. 307  16 Los Angeles, CA 90067  17 (310)788-0831  18  19  20  21  22  23  24  25</p>

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<p>1 (Continued Appearances - Page 4)</p> <p>2</p> <p>3</p> <p>4 Law Office of Joseph M. Patane</p> <p>5 By: Joseph M. Patane</p> <p>6 Attorney at Law (By telephone)</p> <p>7 2280 Union Street</p> <p>8 San Francisco, CA 94123</p> <p>9 (415)563-7200</p> <p>10 E-MAIL: jpatane@tatp.com</p> <p>11</p> <p>12 Also Present: Marlo Cohen (By telephone).</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 6</p>	<p>1 Mr. Patane, Ms. Cohen and Mr. Birkhaeuser. Anyone else</p> <p>2 on the phone? Okay. Good.</p> <p>3 So this hearing concerns the objection of Theresa</p> <p>4 Moore. Ms. Moore, I've read all of your papers. I've</p> <p>5 read Mr. Alioto's omnibus response that -- the portion</p> <p>6 the deals with your objection. So if you'd like to add</p> <p>7 anything to that, this is your chance.</p> <p>8 MS. MOORE: Okay. There were a few things I</p> <p>9 would like to discuss, if that's okay. And I'm a little</p> <p>10 disjointed today because I have a close family member in</p> <p>11 the ICU. It's not for public knowledge and I apologize</p> <p>12 for using that. I'm not using it as an excuse, but if</p> <p>13 I'm a little disjointed, just give me a little leeway.</p> <p>14 That's all I'm asking. I made some notes but I see</p> <p>15 they're a little disjointed.</p> <p>16 SPECIAL MASTER QUINN: You have plenty of slack.</p> <p>17 Go ahead.</p> <p>18 MS. MOORE: I think the issue here is whether</p> <p>19 counsel who's of record has the right to review</p> <p>20 documents during the course of the litigation when she</p> <p>21 feels it is necessary and right. In this case, my</p> <p>22 Lodestar is small. I did my best to be as efficient and</p> <p>23 reduced hours as possible. I'm sure Ms. Capurro is</p> <p>24 going to put me through the ringer like she did the</p> <p>25 other lawyers who came before you, but I could just say</p> <p style="text-align: right;">Page 8</p>
<p>1 San Francisco, California, Wednesday, October 5, 2016</p> <p>2 1:29 p.m.</p> <p>3 TRANSCRIPT OF PROCEEDINGS</p> <p>4 SPECIAL MASTER QUINN: Good afternoon, everybody.</p> <p>5 We'll start the hearing. Will the counsel present here</p> <p>6 identify themselves for the record, please?</p> <p>7 MR. ALIOTO: Mario Alioto and Lauren Russell,</p> <p>8 lead for the indirect purchaser plaintiffs.</p> <p>9 MS. MOORE: Theresa Moore.</p> <p>10 MR. SCARPULLA: Francis Scarpulla.</p> <p>11 MR. CLAYTON: Patrick Clayton with the Law</p> <p>12 Offices of Francis O. Scarpulla.</p> <p>13 MR. SHEA: Jeff Shea.</p> <p>14 SPECIAL MASTER QUINN: Okay.</p> <p>15 MR. BATTIN: Tim Battin of Straus &amp; Boies.</p> <p>16 SPECIAL MASTER QUINN: Okay. On the phone we've</p> <p>17 heard Mr. Battin and Mr. Shea. Anyone else on the</p> <p>18 phone, please identify themselves.</p> <p>19 MR. PATANE: Yes, Joseph Patane.</p> <p>20 MS. COHEN: Marlo Cohen.</p> <p>21 SPECIAL MASTER QUINN: Anyone else?</p> <p>22 MR. BIRKHAUSER: Dan Birkhaeuser from Bramson,</p> <p>23 Plutzik, Mahler &amp; Birkhaeuser.</p> <p>24 SPECIAL MASTER QUINN: It's the usual suspects.</p> <p>25 Go ahead. So we have Mr. Battin, Mr. Shea,</p> <p style="text-align: right;">Page 7</p>	<p>1 that I did my best to do what I think was necessary for</p> <p>2 my clients and for the class. And I don't think I ever</p> <p>3 worked at odds with lead counsel. I have no problem</p> <p>4 with lead counsel. And I put myself at great risk</p> <p>5 trying to use my knowledge to gain further funds for the</p> <p>6 class. And so I don't think it's fair now to move the</p> <p>7 goal posts and suddenly say you have absolutely no right</p> <p>8 to look at any documents during the course of this --</p> <p>9 during the course of this case.</p> <p>10 Counsel says that my work was completely</p> <p>11 unimportant, and they told me not to read anything</p> <p>12 unless I'm specifically assigned. So for nine years I</p> <p>13 guess I apparently was disobeying, although I have</p> <p>14 looked and I have not found anything that told me to do</p> <p>15 that and I thought maybe I didn't remember. I have</p> <p>16 looked. I can't find anything and I have no</p> <p>17 recollection.</p> <p>18 They knew I was counsel. I've had multiple</p> <p>19 conversations with Mario. We've known each other for</p> <p>20 years. We've talked about the case over the years. And</p> <p>21 I just don't think it's fair to suddenly say well, I can</p> <p>22 only have a portion of the fees for 2000 and 2008. My</p> <p>23 work for this nine years was targeted. It was</p> <p>24 efficient. And the work that I did in this case, I</p> <p>25 gained knowledge which subsequently led to a \$14 million</p> <p style="text-align: right;">Page 9</p>

<p>1 return of fees of value to the class.</p> <p>2 The contribution an attorney makes by providing</p> <p>3 such context in which the District Court can evaluate</p> <p>4 the fairness of fees is compensable.</p> <p>5 SPECIAL MASTER QUINN: I just want to be sure I</p> <p>6 understand the 14 million issue. I think what you say</p> <p>7 is that your objection to the settlement raised the</p> <p>8 issue or compared the success in the LCD case to the</p> <p>9 success in this case, arguing that this case, the result</p> <p>10 was less successful than in LCD, and Judge Tigar picked</p> <p>11 up on that and reduced the fees by \$14 million from the</p> <p>12 amount I had recommended. Is that what you're referring</p> <p>13 to?</p> <p>14 MS. MOORE: That's correct, in a nutshell. There</p> <p>15 is more to it than that. But also, it's a requirement.</p> <p>16 There's Kerr factors. It's a requirement.</p> <p>17 SPECIAL MASTER QUINN: What's a requirement?</p> <p>18 MS. MOORE: To look at all of these factors and</p> <p>19 to look at the contribution or look at this value of</p> <p>20 similar cases which, of course, this is the case that</p> <p>21 Counsel has said all the time decides this settlement as</p> <p>22 a percentage of the total potential recovery and the</p> <p>23 award in comparable cases is a Kerr requirement,</p> <p>24 K-E-R-R. It's the case. You need to do that. So the</p> <p>25 Court needed to have that information. There was a</p> <p style="text-align: right;">Page 10</p>	<p>1 sealed. And it wasn't written in these documents which</p> <p>2 were presented to Judge Tigar. It wasn't argued to</p> <p>3 Judge Tigar. The only place I could find it and that I</p> <p>4 recall ever seeing it was where I wrote it in there to</p> <p>5 tell him.</p> <p>6 SPECIAL MASTER QUINN: Okay.</p> <p>7 MS. MOORE: So first of all, with regards to my</p> <p>8 Lodestar, that's something to say -- one, saying my work</p> <p>9 was and is completely unimportant and not valuable at</p> <p>10 all and not assigned and is therefore not compensable is</p> <p>11 that's an example of how it actually is using my</p> <p>12 knowledge that I gained through the case. And the</p> <p>13 knowledge that I did, in fact, impart to the Court did,</p> <p>14 in fact, lead to a better result for the class. So lead</p> <p>15 counsel and all IPP counsel have stated and consistently</p> <p>16 argued to include post-settlement work, and it's the</p> <p>17 work of the entire case that helps to increase their</p> <p>18 multiplier. And I'm in fact, doing that here according</p> <p>19 to the Ninth Circuit, and all of the cases that were</p> <p>20 cited in the motion, the Ninth Circuit has held that</p> <p>21 it's clear error for a district court to deny counsel a</p> <p>22 fee where their efforts increased the settlement fund.</p> <p>23 That's Rodriguez and other cases.</p> <p>24 Now, there is also with regards to the two</p> <p>25 methods of allocation.</p> <p style="text-align: right;">Page 12</p>
<p>1 chance that it could be reversed on appeal if the Court</p> <p>2 hadn't evaluated all of the proper information.</p> <p>3 SPECIAL MASTER QUINN: Okay. I really don't --</p> <p>4 it's not my purpose today to argue with you at all.</p> <p>5 MS. MOORE: I don't mean to argue.</p> <p>6 SPECIAL MASTER QUINN: No, no, and you're not.</p> <p>7 You're doing fine. You can argue. I don't want to be</p> <p>8 arguing.</p> <p>9 MS. MOORE: Okay.</p> <p>10 SPECIAL MASTER QUINN: What you're saying you</p> <p>11 drew to the Court's attention was the fact that the LCD</p> <p>12 result compared to the amount that had been claimed in</p> <p>13 LCD was arithmetically better than the one here. I</p> <p>14 mean, didn't the Court know that? Wasn't that a matter</p> <p>15 of public record? Didn't I know that?</p> <p>16 MS. MOORE: No. Well, you --</p> <p>17 SPECIAL MASTER QUINN: What is it that you added</p> <p>18 to the mix?</p> <p>19 MS. MOORE: Nowhere was it stated that the</p> <p>20 damages in CRT was \$2.7 million.</p> <p>21 SPECIAL MASTER QUINN: No one knew what the</p> <p>22 damages were in LCD?</p> <p>23 MS. MOORE: It wasn't stated in the motion for</p> <p>24 final approval, and it wasn't stated in the motion for</p> <p>25 attorneys' fees. A lot of the prior documentation is</p> <p style="text-align: right;">Page 11</p>	<p>1 SPECIAL MASTER QUINN: That train has left the</p> <p>2 station.</p> <p>3 MS. MOORE: I understand that. I just want to</p> <p>4 say that I understand you're not an advocate of the</p> <p>5 percentage method. And -- but I'm -- and that's not</p> <p>6 what you prefer and that's probably not what you're</p> <p>7 looking to use and it's not what you've used in the</p> <p>8 past.</p> <p>9 SPECIAL MASTER QUINN: Actually -- I mean,</p> <p>10 actually, since we're talking about my preferences, I</p> <p>11 don't think that's accurate. I mean, in both LCD and</p> <p>12 this case, I used a percentage with a Lodestar check.</p> <p>13 MS. MOORE: Okay.</p> <p>14 SPECIAL MASTER QUINN: And so -- and I think that</p> <p>15 is what Judge Illston and Judge Tigar picked up on. And</p> <p>16 I didn't invent it; it's a Ninth Circuit test and that's</p> <p>17 what I used. So I don't think it's quite accurate to</p> <p>18 say I'm not a fan of the percentage tests.</p> <p>19 MS. MOORE: Okay. I'm referring to allocation.</p> <p>20 SPECIAL MASTER QUINN: Okay.</p> <p>21 MS. MOORE: Okay. So I just wanted to let you</p> <p>22 know that I do still think that percentage is more fair</p> <p>23 to all the lawyers and the class.</p> <p>24 SPECIAL MASTER QUINN: So tell me, if you're</p> <p>25 talking about percentage as applied to allocation, give</p> <p style="text-align: right;">Page 13</p>

<p>1 me an example of how you think it should work, because I 2 wasn't clear from your papers.</p> <p>3 MS. MOORE: Okay. Well, for instance, the lead 4 counsel has set out his tiers as he thinks are the most 5 important players and what they each contributed in 6 their different ways to the outcome of the case. So of 7 course you could still get that same tiers and same 8 suggestion from him, but instead of going through the 9 Lodestar analysis, which is sometimes not helpful in 10 general, you could use a percentage analysis.</p> <p>11 Give lead counsel "X" percentage. He thinks the 12 next most important person is this person. Give them 13 "Y" percentage. Give the next one this. And go down 14 and you could do it where everybody would receive a fair 15 percentage. I don't mean to totally debate the Lodestar 16 versus percentage, but I think that with regards to the 17 Lodestar multipliers, sometimes it just leads to skewed 18 results.</p> <p>19 And I think the Lodestars herein, they were 20 drastically cut beforehand. Multiple attorneys were 21 unhappy with the way that they were cut. And the 22 Lodestar figure that was put before the Court was a good 23 efficient figure. In reality I'm not sure if -- I know 24 it wasn't actually true. A lot of people complained 25 about lots and lots of money being taken off of their</p> <p style="text-align: right;">Page 14</p>	<p>1 multiplier, every paper filed has talked about how they 2 continue to work and they're doing this and they're 3 doing that and they deserve a bigger multiplier.</p> <p>4 SPECIAL MASTER QUINN: And your post-settlement 5 work consisted of filing an objection to the settlement?</p> <p>6 MS. MOORE: It consisted of giving not the 7 objection itself, but it was contained in there. It was 8 the information to the Court to properly evaluate it so 9 that it would not be overturned on appeal and which 10 returned to the \$14 million to the class.</p> <p>11 So with regards to the percentage method, the 12 cases -- and I can give you a couple of cites. A couple 13 I believe are cited in Counsel's main papers -- but they 14 talk about with regards to this one -- the firm fee 15 award of 20 percent of a \$10 million increase. This one 16 had 30 percent of an \$8 million increase. This one had 17 9.9 percent of a seven-and-a-half-million-dollar 18 increase.</p> <p>19 So if it were a percentage, with regards to the 20 \$14 million increase, I would request at least 10 to 15, 21 which is on the smaller side of the increase, which is 22 just a tiny, tiny fraction of the entire award. If it 23 were a Lodestar, Your Honor, I worked 255 hours which, 24 again, during that post-settlement work, which is again, 25 a tiny, tiny amount. There is another lawyer who said</p> <p style="text-align: right;">Page 16</p>
<p>1 Lodestars. So it's in -- so it's not really -- it's an 2 artificial Lodestar. So these artificial Lodestars are 3 drastically cut, and then they're being irregularly 4 multiplied so it doesn't come out right. And for me, 5 who has one of the smaller Lodestars in the entire case, 6 it is punitive to me and especially for me in particular 7 where I quantifiably benefited the class. It has a very 8 harsh effect.</p> <p>9 SPECIAL MASTER QUINN: So if we didn't use 10 Lodestar and we used percentage, do you have a 11 percentage in mind of 158 million that you should 12 receive?</p> <p>13 MS. MOORE: Well, I can tell you what the case 14 law says. With regards to my Lodestar, I think as I 15 said in my paper, I think as you said in your LCD, at 16 least 1.3 would compensate for the delay. 1.5 would 17 compensate for the delay in receiving the money.</p> <p>18 SPECIAL MASTER QUINN: 1.5 multiplier?</p> <p>19 MS. MOORE: Multiplier. You're asking for 20 percentage. Okay. All right. I was going to say -- to 21 finish, I'll give you both. How about that?</p> <p>22 SPECIAL MASTER QUINN: Sure.</p> <p>23 MS. MOORE: So if it were a Lodestar, the 24 post-settlement work, and also if everybody considers 25 the post settlement work in determining their</p> <p style="text-align: right;">Page 15</p>	<p>1 he worked 450 hours. I didn't have to do that because I 2 also was aware of the case and the facts, and I have a 3 very small Lodestar for post settlement.</p> <p>4 But I think that with that included, one and a 5 half would compensate for the delay. Two and a half to 6 three would compensate for the drastically reduced hours 7 and hourly rate. And then you would have to add on the 8 \$14 million benefit and consider what you would consider 9 to be for that, and I think in that, if you want to line 10 it up with the cases here we're giving between 10 and 11 30 percent of the increased benefit, I think it would 12 add up to be about a three and a half multiplier.</p> <p>13 SPECIAL MASTER QUINN: In your papers, I think 14 you suggested that you should receive between 2.5 and 3. 15 Are you suggesting something different now or should I 16 stick with the 2.5 to 3?</p> <p>17 MS. MOORE: I think that was referring to the 18 Lodestar, if there was a sentence that didn't make it in 19 there with regards to the \$14 million benefit to the 20 class. One, it is proof that my work was valuable. And 21 to follow the case law, you do need to be compensated 22 for that as well. So the -- so Mr. Alioto was directly 23 responsible for the benefit received by the class. And 24 I think that he should be paid handsomely for what he 25 did. He deserves to be well compensated for his</p> <p style="text-align: right;">Page 17</p>

<p>1 \$576 million that he got for the class. But he's also 2 responsible for the three factors which made the Court 3 reduce this allocation. So I think you just need to 4 take that into consideration as well.</p> <p>5 SPECIAL MASTER QUINN: So if the Court were to 6 give you 15 percent of the 14 million, which I -- if I 7 understood you correctly, you were asking for 10 to 8 15 percent of the \$14 million, at 15 percent of the 9 14 million you would receive an hourly rate of \$8400 an 10 hour.</p> <p>11 MS. MOORE: Well, I don't normally think of it 12 like that, your Honor.</p> <p>13 SPECIAL MASTER QUINN: Isn't that something the 14 Court at least has to take into consideration?</p> <p>15 MS. MOORE: Well, I think it is skewed. I think 16 that's where the Court has to look at a percentage of 17 what happened.</p> <p>18 SPECIAL MASTER QUINN: Okay. Good.</p> <p>19 MS. MOORE: And in this case, Your Honor, it was 20 very difficult. If you look at the necessary factors, 21 I -- by just putting that information and giving that to 22 the Court, I mean I have been vilified. I've been 23 accused of nefarious motives. I've been retaliated 24 against financially. It's far from certain that I would 25 prevail. I put my reputation on the line. I put my</p> <p style="text-align: right;">Page 18</p>	<p>1 SPECIAL MASTER QUINN: If I remember correctly, 2 when you filed the objection to this settlement, you 3 were doing so on behalf of some university or something?</p> <p>4 MS. MOORE: That's correct.</p> <p>5 SPECIAL MASTER QUINN: I forget.</p> <p>6 MS. MOORE: There is -- Rockhurst University, who 7 is a Jesuit university who is a consortium of Jesuit 8 universities around the United States, and this is one 9 of the Jesuit universities, and it's in Missouri.</p> <p>10 SPECIAL MASTER QUINN: Was that one of the 11 clients you represented during the course of the case, 12 or was that a --</p> <p>13 MS. MOORE: You mean are they a named client 14 class rep? No.</p> <p>15 SPECIAL MASTER QUINN: Okay.</p> <p>16 MS. MOORE: So.</p> <p>17 SPECIAL MASTER QUINN: So they were just an 18 unnamed member of the class?</p> <p>19 MS. MOORE: That's correct.</p> <p>20 SPECIAL MASTER QUINN: Okay. Am I right that -- 21 just so it this right, your clients whom you represented 22 were not named class reps, they were unnamed members of 23 the class?</p> <p>24 MS. MOORE: That's correct, your Honor.</p> <p>25 SPECIAL MASTER QUINN: Okay.</p> <p style="text-align: right;">Page 20</p>
<p>1 relationship with other Plaintiff's counsel on the line. 2 I put my career at risk. I've been a lawyer for 35 3 years, Your Honor. I do have good knowledge. I have 4 good knowledge of the law. I have broad experience and 5 knowledge and I used all that. But there's no question 6 that it was a very difficult decision to go ahead and do 7 that.</p> <p>8 SPECIAL MASTER QUINN: "Do that," being to file a 9 objection to the settlement?</p> <p>10 MS. MOORE: And to take on the representation of 11 clients.</p> <p>12 SPECIAL MASTER QUINN: Okay. Can we talk about 13 clients? Mr. Alioto says that they have no record of 14 your representing any clients. The four clients whom 15 you say you represented, they say they've never seen any 16 retention agreements or any evidence of an 17 attorney-client relationship. Can you clear that up?</p> <p>18 MS. MOORE: It's in the docket, Your Honor. 19 There's a complaint on file. There is a notice of 20 appearance on file. The hourly work that was done here 21 is when I'm a counsel of the Alioto law firm. There was 22 other lawyers who asked the firm to participate, and the 23 work that I have for this hourly work is work I was 24 doing of counsel of the firm, and I'm the only one in 25 the firm who put in hours.</p> <p style="text-align: right;">Page 19</p>	<p>1 MS. MOORE: Although I never received anything 2 saying do you have any class reps or something, because 3 these people would have been great class reps. But I 4 just didn't receive any communication.</p> <p>5 SPECIAL MASTER QUINN: I understand. I'm not at 6 all critical. I'm just trying to get the facts right.</p> <p>7 MS. MOORE: Right. That's correct. So now lead 8 counsel is requesting \$1,130,000 for every 9 \$14 million that's gone to the class.</p> <p>10 SPECIAL MASTER QUINN: Wait. Help me there.</p> <p>11 MS. MOORE: Okay. So there's -- \$576 million is 12 the amount of funds that went to the class, divided by 13 14, that's 41. So there's 41 \$14 millions in the class. 14 So by the fees, he's -- for every 14 million of the fees 15 he's got, he's asking for \$1.130 million.</p> <p>16 SPECIAL MASTER QUINN: You lost me in the 17 arithmetic. I'm sorry.</p> <p>18 MS. MOORE: For every \$14 million that went to 19 the class, he's seeking a million \$130,000 in fees. 20 Right now he's seeking that amount.</p> <p>21 SPECIAL MASTER QUINN: You mean he is for his 22 firm? Is that what you're saying?</p> <p>23 MS. MOORE: Yes.</p> <p>24 SPECIAL MASTER QUINN: Okay.</p> <p>25 MS. MOORE: So just as a benchmark for you with</p> <p style="text-align: right;">Page 21</p>



<p>1 regards to the cases, anyway, Your Honor, even working 2 on the case for nine years, it was such a small amount 3 but I am in the docket. I'm all over the docket 4 representing clients. There's a complaint on file. 5 There's a notice of appearance on file. Other counsel 6 have asked us to come in. I think that's just a 7 nonstarter when you're working with a firm and lots of 8 clients. It's very common working with different 9 clients, and one of the attorneys might be the one in 10 charge of communicating with the client that others are 11 representing.</p> <p>12 SPECIAL MASTER QUINN: Okay.</p> <p>13 MS. MOORE: So, Your Honor, I think that -- I 14 thought I did everything that they asked me to do. I 15 have worked on these cases a lot. Everything they asked 16 me to do I thought I did. I was never told what was 17 specifically wrong or what I should have done this way 18 or why this or why that. They just said, "You didn't do 19 what I said" and deleted it.</p> <p>20 They didn't tell me exactly specifically what it 21 was I didn't do. There was no real communication. 22 Nobody reached out to me. Nobody talked to me. Nobody 23 said, "No, sorry, you misunderstood me." Nobody did any 24 of that. They just slashed it and kept going. Now, I 25 understand -- I know how sometimes it can be shocking</p> <p style="text-align: right;">Page 22</p>	<p>1 MS. CAPURRO: Thank you, Your Honor. As I've 2 mentioned before, I worked on this case full time for 3 nine years. And I never had any contact with Theresa 4 Moore. I believe she may have turned up at a hearing 5 every now and then, but that was the only contact I ever 6 had with her. And Mr. Alioto informs me that he had 7 limited contact with her as well. So when we received 8 her time records, her fee declaration and her time 9 records at the end of July of last year and she had over 10 \$200,000 in Lodestar, we were surprised.</p> <p>11 SPECIAL MASTER QUINN: So let me cut through 12 this. I'm sorry to interrupt, but there's really no 13 dispute I think about what Ms. Moore did, and there's no 14 dispute that lead counsel did not ask her to do any 15 more. And I don't think there is any dispute that 16 occasionally she picked up the phone or sent an e-mail 17 making some unsolicited suggestions. And so there's 18 really no dispute about that. What she did do really 19 was keep up on the case, read the ECF filings two hours 20 a month basically for seven or eight years.</p> <p>21 Assuming for a moment that she did have clients 22 in the case, you know, isn't it legitimate to be paid 23 for some of the time of reading ECF filings? Isn't that 24 something that a lawyer has an obligation to do? And 25 I've raised my own skepticism about seeing a lot of</p> <p style="text-align: right;">Page 24</p>
<p>1 getting these time sheets. Actually, we were all really 2 shocked when we got Mario's in LCD. I know Lauren 3 worked really hard on the document review, and I'm not 4 complaining or saying anything along that, but when you 5 look at just his sheet, the only time we ever saw him 6 was when he had a plaintiff's counsel meeting.</p> <p>7 But we never had a problem with that. We just 8 gave him what he was due. I don't think there was an 9 issue. But it happens when you're lead counsel and 10 there's people who are going alone. They knew I was in 11 the case. I talked to them from time to time. I would 12 see them, talk, discuss. Other lawyers were there. So 13 I don't think that's necessarily a valid complaint.</p> <p>14 SPECIAL MASTER QUINN: Okay.</p> <p>15 MS. MOORE: Thank you, Your Honor.</p> <p>16 SPECIAL MASTER QUINN: Okay.</p> <p>17 MR. ALIOTO: Excuse me. I wasn't checking my 18 phone here, I was just doing some calculations.</p> <p>19 SPECIAL MASTER QUINN: So was I a minute ago.</p> <p>20 MR. ALIOTO: Yes, Special Master. And first of 21 all, Ms. Moore, thank you for the commendation. That's 22 one point I don't think I've made in these hearings 23 about recovering the money. And I'd like to address 24 that later today. But with that thought, I am going to 25 turn it over to Ms. Capurro to respond. Thank you.</p> <p style="text-align: right;">Page 23</p>	<p>1 hours for ECF billings with respect to other lawyers. 2 And I have, you know, recommended that their Lodestar be 3 cut because of that. But cut to zero after 2008? Is 4 that fair?</p> <p>5 MS. CAPURRO: Well, I don't think we can assume 6 she had a client, I'm afraid. We have no record of 7 Ms. Moore being -- representing any clients. And the 8 documents that she cites to in her reply brief, she's 9 not on those either. She's not on the complaint that 10 she cites to. So the references in her reply brief, she 11 refers to Docket No. 121 and Docket No. 189. 121 is a 12 notice of related case, and that's to the case Pierce v. 13 Beijing Matsushita Color CRT Company. And I have the 14 complaint here. She's not on the complaint. Her firm 15 is on the complaint but she is not on the complaint.</p> <p>16 SPECIAL MASTER QUINN: That is the Alioto firm?</p> <p>17 MS. CAPURRO: The Alioto firm. But she claims to 18 have been doing this work separately. The notice of 19 appearance that she cites to is Joseph Alioto. It's not 20 Theresa Moore. So we never knew that Theresa Moore was 21 part of this case. All of the plaintiffs that she 22 claims to represent, I have spoken to Dan Karon, who is 23 counsel of record for those plaintiffs. And he -- and 24 then there's -- he has confirmed that Ms. Moore has 25 never had any contact with any of those plaintiffs. So</p> <p style="text-align: right;">Page 25</p>




<p>1 you have a situation where Ms. Moore -- there's other 2 lawyers in the case who were the contacts for these 3 plaintiffs and who were tasked with keeping those 4 plaintiffs informed about the case.</p> <p>5 Ms. Moore did not have that responsibility. She 6 may, you know, through her association with Mr. Alioto 7 have been on a complaint somewhere. She hasn't cited to 8 that complaint yet. But she certainly -- you know, she 9 tried to justify in her papers her read and review of 10 the record because she had an ethical obligation to her 11 clients and she had to keep them updated.</p> <p>12 There are no entries in her time records 13 indicating that she communicated with any of these class 14 representatives. So because you have Dan Karon and 15 other lawyers as the contacts for these plaintiffs, 16 anything Theresa Moore was doing in reviewing the ECF 17 filings is completely duplicative and unnecessary. And 18 we feel like the case law is pretty clear and the court 19 order in this case was pretty clear that duplicate of 20 unnecessary time like that is not compensable.</p> <p>21 And frankly, whenever you have people in the 22 case, firms in the case who actually represented named 23 plaintiffs and went to their depositions, represented 24 them at their depositions, produced their discovery and 25 genuinely were the contacts for those plaintiffs, and</p> <p style="text-align: right;">Page 26</p>	<p>1 And the case law is also clear that unless there's 2 evidence of egregious conduct by class counsel, which I 3 don't think anybody can claim there is here, that that 4 money -- if an award of fees is due to an objector 5 because they did benefit the fund, that that money 6 should come from the common fund.</p> <p>7 As an aside, we will -- if Ms. Moore makes such a 8 motion, we will be opposing it because we don't believe 9 she benefited the class. But this is not the correct 10 forum to deal with this issue of whether Ms. Moore is 11 responsible for that \$14 million going back to the 12 class.</p> <p>13 There's also no evidence in Ms. Moore's time 14 records that she was reviewing anything related to the 15 damages and that that's where she gleaned that knowledge 16 from. It's also her position in the argument she made 17 in her objections about LCD being -- or CRT being a 18 better case than LCD, and you know, when she compared 19 the damages and everything, that that's inconsistent 20 with statements that she made to us months -- two months 21 before she filed her objections.</p> <p>22 In an e-mail dated July 29th, 2015, she stated, 23 "Thank you very much. Congratulations and thank you for 24 all your hard work over this extended period of time. 25 Great job." Her time records also show that she</p> <p style="text-align: right;">Page 28</p>
<p>1 they have lower Lodestars than Ms. Moore does. And you 2 know, we did a lot of read and review time by those 3 attorneys because we recognize that where you have a 4 client, you do have an ethical obligation to keep up to 5 date on the case. But Ms. Moore did not have a client, 6 so she didn't have that ethical obligation.</p> <p>7 So I hope that answers your question on what our 8 position is. We allowed time for her early in the case 9 as well because that was prior to Mr. Alioto's 10 appointment. And, you know, there's a lot of read and 11 review time in there too. There's not really much 12 evidence of any substantive work. It's reading and 13 reviewing the record. So she's already getting -- and I 14 don't know what the amount is, but \$70,000 or whatever 15 it is for really work that didn't benefit anybody. It 16 didn't lead to the result that we have here which is 17 what the case law requires.</p> <p>18 SPECIAL MASTER QUINN: What about the 14 million?</p> <p>19 MS. CAPURRO: Okay. So the work that Ms. Moore 20 did post-settlement, that work was as an objector to the 21 settlements and the case law is pretty clear that 22 objectors -- you know, if Ms. Moore believes she should 23 get fees for that, she needs to move separately for 24 fees. She's got to make a motion under Rule 54 and ask 25 the Court for an award of fees from the common fund.</p> <p style="text-align: right;">Page 27</p>	<p>1 reviewed the preliminary approval papers which included 2 a reference to -- it included information about the 3 damages here, the single damages that Dr. Netz estimated 4 and the settlements here so the Court could compare 5 those. It included a description of the plan of 6 distribution and the settlement.</p> <p>7 It was clear that from those preliminary approval 8 papers that Massachusetts and Missouri did not stand to 9 recover anything. Ms. Moore was in contact with us 10 between the filing of the preliminary approval papers in 11 May and June 2015 and the filing of her objection, and 12 at no time did she ever raise to us any of her concerns 13 about the settlement.</p> <p>14 Now, if Ms. Moore had been truly working in the 15 interests of the class and had no axe to grind with 16 Mr. Alioto or our firm, why did she not raise these 17 concerns prior to the formal settlement approval process 18 going forward and give us an opportunity to remedy these 19 issues that she raised? The answer, I think, is that 20 she didn't decide to object until after we cut her time, 21 and that this was all done in, you know, an act of 22 revenge against us afterwards.</p> <p>23 Her arguments that she never received any 24 communications from us telling her not to read and 25 review the docket -- and like I said, we didn't know she</p> <p style="text-align: right;">Page 29</p>

<p>1 was involved in the case. And it's fairly standard, as  2 Your Honor said in your R&amp;R and LCD that most firms  3 charge nothing for read and review time.  4 Okay. Have I responded fulsomely to your  5 question about the 14 million?  6 SPECIAL MASTER QUINN: Fulsomely.  7 MS. CAPURRO: I'd like to just make a couple of  8 other very quick points. Ms. Moore claims that she has  9 removed the time that we asked her to remove. I sent  10 her extremely detailed e-mails explaining, as I did to  11 anybody else whose time was being audited, that we were  12 not including the time spent on lead counsel motions.  13 We weren't including read and review -- unassigned read  14 and review time that wasn't related to informing a  15 client and all of the various other things that I've  16 outlined before.  17 And at the end of my e-mail, "Please call us if  18 you want to discuss." And I sent several e-mails like  19 that. Ms. Moore never took us up on the offer to  20 discuss. And she's claimed that after my initial e-mail  21 to her, she went back through and she removed all of the  22 time that we told her was objectionable. Well, that  23 unfortunately is not true.  24 SPECIAL MASTER QUINN: I've looked at all of her  25 three declarations. I think I see what you're talking</p> <p style="text-align: right;">Page 30</p>	<p>1 sent it back to you. And I reduced my Lodestar by  2 \$40,000.  3 SPECIAL MASTER QUINN: Please, let's not have  4 everybody talk at once.  5 Go ahead, Ms. Capurro.  6 MS. CAPURRO: It was my perception. That was my  7 perception and it influenced what happened. So I'd like  8 to direct Your Honor's attention to the time entry dated  9 3-5-08. And if you look at it in the original and the  10 revised. And as I said in our papers, rather than  11 removing the actual time spent on categories of work  12 that we were not -- that were not compensable such as  13 the lead counsel motions. She would change the  14 description in her entry but keep the time the same.  15 So in 3-5-08, in the original, it says,  16 "Multistate IPPs motion filed by DGH." That's her  17 review of that multi-statement motion. And she changed  18 the entry to "Conference co-counsel DGH RE: DOJ motion."  19 Same time entry. That multistate IPP motion is a lead  20 counsel motion. It's DCF No. 114. So she would delete  21 the entry to the lead counsel motion but keep the time  22 the same. All of the highlighted entries here on this  23 little excerpt that I've provided are all -- it's all  24 the same. Deleted entries to references to the lead  25 counsel motions. Keep the time either the same or very</p> <p style="text-align: right;">Page 32</p>
<p>1 about.  2 MS. CAPURRO: Okay. I don't think -- I think you  3 only have copies of her original time records. Is  4 that -- I think that's right. She submitted a revised  5 version of her time records to us that I do not believe  6 you have a copy of.  7 MS. MOORE: All three were in -- all three of my  8 declarations are in evidence.  9 MS. CAPURRO: But I don't believe your revised  10 time records are in there.  11 SPECIAL MASTER QUINN: Go ahead.  12 MS. CAPURRO: I just want to hand these to you.  13 I've already given copies to Ms. Moore.  14 SPECIAL MASTER QUINN: Oh, these are time  15 records.  16 MS. CAPURRO: Time records. They're not  17 declarations. I'm just going to do this very briefly.  18 And the point of what I'm about to do here is, as we  19 mentioned this in our papers. That in the auditing  20 process, we -- Ms. Moore just frankly wasn't -- she  21 wasn't very honest with what she was doing.  22 MS. MOORE: I take --  23 SPECIAL MASTER QUINN: Well, this is difficult.  24 MS. MOORE: I did what I needed to do, and I did  25 exactly what I thought you were asking me to do, and I</p> <p style="text-align: right;">Page 31</p>	<p>1 close to what it was originally. If you look at  2 3-18-08 -- actually, that's not the best example. Well,  3 you get the picture. I don't need to go on anymore.  4 In short, we just don't feel that it's fair to  5 the other counsel in the case for someone who had no  6 work assignments, no client, didn't pay any assessments  7 to be paid substantial amounts of money from the fund  8 whenever there's no demonstration that that work  9 contributed to the result achieved.  10 SPECIAL MASTER QUINN: Okay. So Ms. Moore, I  11 have one question here. I think it's one situation if  12 you had real clients whom you represented and had an  13 attorney-client relationship with and had an obligation  14 to. It's another situation if you didn't. And I'm  15 hearing conflicting stories on what should be a pretty  16 simple factual matter. You were either representing  17 clients or you were not.  18 MS. MOORE: Okay. So I was, and I was working --  19 SPECIAL MASTER QUINN: Who?  20 MS. MOORE: I was working on behalf of the Alioto  21 law firm. So I was doing the work on behalf of Alioto  22 law firm. Okay? That's what my declarations say for  23 this hourly work. This is what I was doing and on  24 behalf of them. I was watching out for the case. I was  25 watching out for everything. There's a complaint on</p> <p style="text-align: right;">Page 33</p>

<p>1 file. It was Pierce. Mark Pierce, I believe is his 2 name. I think there might be some others, too. But he 3 is named -- the complaint was filed on behalf of the 4 firm in his name.</p> <p>5 SPECIAL MASTER QUINN: I take it the Joseph 6 Alioto firm did not submit any --</p> <p>7 MS. MOORE: They had hours too and they didn't 8 submit it. They said just go ahead and put your hours 9 in. I watched the case on behalf of the firm.</p> <p>10 SPECIAL MASTER QUINN: You are claiming for time 11 you spent as a member of the Alioto firm?</p> <p>12 MS. MOORE: Yes. I was a counsel. I always have 13 been.</p> <p>14 SPECIAL MASTER QUINN: Okay. When did you part 15 ways with the Joseph Alioto firm?</p> <p>16 MS. MOORE: Your Honor, I always have acted of 17 counsel of them, and I also do some cases on the side on 18 my own.</p> <p>19 SPECIAL MASTER QUINN: I understand. Okay.</p> <p>20 MS. MOORE: Yes, Your Honor, they were part of 21 the case. There was motions filed. They filed motions. 22 There are other counsel who asked us to come in and be 23 co-counsel with their clients, and we were. Other 24 lawyers, Dan Karon one of them he actually filed -- 25 asked us to join, asked us to be co-counsel with all of</p> <p style="text-align: right;">Page 34</p>	<p>1 their motions that maybe were not as good or could have 2 been done better or things that we have realized that 3 could have gone this way instead of that way. And I 4 would call and discuss things of that.</p> <p>5 So to the damage information, that's from being a 6 counsel on the case. I knew that from being counsel on 7 the case. I knew that from talking with counsel on the 8 case. A lot of the entries are filed under seal, so the 9 number is not really out there in public. It was in one 10 footnote from one document filed a couple of years ago, 11 and that is the only place that I recall ever seeing 12 that number. But I knew what it was. Nothing is --</p> <p>13 SPECIAL MASTER QUINN: The number being the 14 damages in --</p> <p>15 MS. MOORE: The \$2.78 billion damages in CRT.</p> <p>16 SPECIAL MASTER QUINN: In LCD.</p> <p>17 MS. MOORE: In CRT. 2.78 billion in CRT.</p> <p>18 SPECIAL MASTER QUINN: Oh, as being the damages 19 that were being claimed by that --</p> <p>20 MS. MOORE: Just the damages that were found by 21 the expert, Netz. A lot of this stuff is under seal and 22 is still under seal. So I know it from being a counsel 23 in the case. And really I only saw it in one footnote 24 from a long time ago. Nobody told Judge Tigar. And 25 none of the papers that were presented to Judge Tigar</p> <p style="text-align: right;">Page 36</p>
<p>1 his counsel, multiple -- with all of his clients -- 2 multiple clients. And we came in the law firm as 3 co-counsel with all of those clients. So we did, Your 4 Honor, and we worked.</p> <p>5 Now, it would be duplication of effort if you 6 went and showed up at their depositions and did things 7 of that nature. So, no, I didn't. And in all respect, 8 Your Honor, this is -- in a regular case it's very 9 difficult to have the plaintiff's client. But it's not 10 that time-consuming in a class action.</p> <p>11 SPECIAL MASTER QUINN: Okay. Go ahead. Wind up 12 with whatever --</p> <p>13 MS. MOORE: So, Your Honor --</p> <p>14 SPECIAL MASTER QUINN: -- you would like to 15 reply.</p> <p>16 MS. MOORE: So the law firm does have an ethical 17 obligation. They were on the complaint. Other 18 attorneys filed notice of appearance for our firm on 19 behalf of multiple clients. And we did have to watch. 20 I did notice some mistakes in things during the course 21 of this, and I would call Mario. A lot of my 22 communications with Mario, I just dealt with him 23 directly. We were co-counsel with people and there was 24 not duplicative, unnecessary time. Most of these things 25 we had done a lot of in LCD, and they would do things in</p> <p style="text-align: right;">Page 35</p>	<p>1 had that number in them.</p> <p>2 SPECIAL MASTER QUINN: All right. So I'm going 3 to try once again to get this clear. What you say you 4 contributed to the fee discussion was that you brought 5 to Judge Tigar's attention the amount of damages that 6 Dr. Netz had found had been suffered in the CRT case?</p> <p>7 MS. MOORE: Correct. That's part of it. That's 8 correct, your Honor.</p> <p>9 SPECIAL MASTER QUINN: Okay.</p> <p>10 MS. MOORE: And actually, it's just quoted right 11 in there. There are -- there are three factors that the 12 Court --</p> <p>13 SPECIAL MASTER QUINN: No --</p> <p>14 MS. MOORE: Two of the factors had not been 15 addressed and I put the numbers in and the facts in with 16 regards to those factors, Your Honor. So I'm not being 17 inconsistent what I said in the past. As I've said in 18 my papers over and over, 576 is a big number and counsel 19 should be paid for the work on that. These cases are an 20 enormous amount of work. I understand that. So there 21 is no inconsistency. Actually, in my opinion -- and I 22 think because of the evidence, it should have been 23 bigger, but counsel is lead counsel and he has the 24 responsibility and he's the one who decides when you 25 sign and when you accept an offer. I understand that.</p> <p style="text-align: right;">Page 37</p>

<p>1 The -- a lot of things are just being said about  2 me that are not true and don't have any evidence or  3 anything to say. I -- they've been trying to get into  4 attorney-client privilege for a long time, and I can't  5 go anywhere near attorney-client privilege. But I did  6 write when they're saying she rounded up clients or  7 she's doing revenge or things of that nature, it's just  8 not true, Your Honor. It's a very difficult thing to  9 decide to go forward in a situation like this.</p> <p>10 But so Ms. Capurro was saying, "Why didn't you  11 raise it earlier? Why didn't you raise it earlier?"  12 One of the things that I did say in a declaration that  13 was given to you a couple -- months ago was I quoted in  14 an email from Ms. Capurro that she sent to all counsel  15 in the case and said "Congratulations" -- I think it was  16 the end of August -- August 24th, 2015, if I recall  17 correctly -- and said "Send an e-mail or tell all your  18 clients to make a claim. Tell all your clients to make  19 a claim. Congratulations." And I received that e-mail,  20 and I did as she asked.</p> <p>21 I did -- I have here, Your Honor, just take a  22 look -- these are the revised sheets. Just take my  23 copy. Look at them. You can just see what you think.  24 They're not just simple ECF filings. They're motions  25 and things of that nature. So just take my copy, look</p> <p style="text-align: right;">Page 38</p>	<p>1 appropriate -- I don't think that is appropriate. And  2 everything I have ever put forward is truthful, honest,  3 straightforward, and I think that I deserve to be  4 compensated, even if it is small, and I do have examples  5 of how my work benefited the class.</p> <p>6 SPECIAL MASTER QUINN: Okay. Thank you very  7 much. Anyone else in the room? Mr. Clayton,  8 Mr. Scarpulla, anything you wanted to add? Anyone on  9 the phone have any questions or comments?</p> <p>10 MR. BATTIN: No, Your Honor.</p> <p>11 SPECIAL MASTER QUINN: Who said "No, Your Honor?"</p> <p>12 MR. BATTIN: Tim Battin.</p> <p>13 MR. ALIOTO: Special Master, we have a one quick  14 follow-up if you don't mind.</p> <p>15 MS. CAPURRO: One quick point that I forget to  16 mention is that Pierce, Mark Pierce, who seems to be the  17 only plaintiff that Ms. Moore has provided any  18 information or connection to, he was withdrawn from the  19 case by another lawyer who was actually the contact back  20 in February 2009. So if it's -- I'm not clear on this,  21 but if it's Ms. Moore's contention that she was  22 communicating with Mr. Pierce in keeping him up to date  23 on the case after February 2009, I don't think that that  24 is possible.</p> <p>25 SPECIAL MASTER QUINN: So he was withdrawn as --</p> <p style="text-align: right;">Page 40</p>
<p>1 at it and see what you think.</p> <p>2 SPECIAL MASTER QUINN: Do you have any objection?</p> <p>3 MS. CAPURRO: No, but I would just like to point  4 out that the revised -- the revised time sheets remove a  5 lot of the references to read and review or make it  6 sound like she was actually doing work.</p> <p>7 SPECIAL MASTER QUINN: Is what you've handed me,  8 Ms. Moore, is this original time sheets or after  9 revision?</p> <p>10 MS. MOORE: This is the revision which is 178,000  11 as opposed to 209,000 or something along those lines.  12 This is where I did what they thought I told them to do.  13 And often times they'll say -- I heard attorneys say to  14 me in the past -- not to me, but I've heard attorneys  15 say to people in these cases, "Don't use the words 'read  16 and review.' Don't use the words 'read and review.'"  17 So that's what they -- that's what they say. But I  18 actually, you know, looked at Mr. Alioto's time sheets  19 to see what was the appropriate way to phrase it, and it  20 seemed to have been an appropriate way to phrase it  21 according to what they have thought in other cases.</p> <p>22 SPECIAL MASTER QUINN: Okay. Anything further?</p> <p>23 MS. MOORE: No, Your Honor. Just that I -- I  24 don't -- they've spent more time trying to prevent me  25 from getting paid on this, and I don't know if that is</p> <p style="text-align: right;">Page 39</p>	<p>1 MS. CAPURRO: He was withdrawn as a named  2 plaintiff, and he was never named in the consolidated  3 amended complaint. I have an e-mail that I can share  4 with everybody if they'd like that.</p> <p>5 MS. MOORE: He was withdrawn as a -- excuse me.  6 He was withdrawn -- he could not serve as a named  7 plaintiff, Your Honor. He was still on a named  8 complaint. And I was also -- there was -- Dan Karon had  9 filed a notice of appearance for our firm for multiple  10 other plaintiffs as well.</p> <p>11 MR. ALIOTO: Special Master, if I may just add  12 one point. I think you've heard enough on this already,  13 but it may be important in some of the other hearings,  14 and just so you're apprized of this. There has been a  15 motion by Mr. Scott St. John in the District Court.  16 Okay. Just so you're aware of that.</p> <p>17 SPECIAL MASTER QUINN: To seek fees. Right. I  18 saw that.</p> <p>19 MR. ALIOTO: So two points. Although we don't  20 agree with the motion, that is the procedure. And No.  21 2, what bears upon this hearing is, he's claiming the  22 credit for reducing the fees.</p> <p>23 MS. MOORE: He's not doing it on the same grounds  24 as I was.</p> <p>25 MR. ALIOTO: Let me finish and you can have the</p> <p style="text-align: right;">Page 41</p>

<p>1 floor. So you have not only this procedural problem but</p> <p>2 you have two attorneys in two fora making the same</p> <p>3 claim. I think this has to -- what effect this has</p> <p>4 on -- had on Judge Tigar has to be decided by Judge</p> <p>5 Tigar. Thank you.</p> <p>6 SPECIAL MASTER QUINN: Okay.</p> <p>7 MS. MOORE: May I respond to that?</p> <p>8 SPECIAL MASTER QUINN: Sure.</p> <p>9 MS. MOORE: Mr. St. John is asking for fees and</p> <p>10 something else, not on the grounds that I stated. He</p> <p>11 didn't put that in his papers as I did. The special</p> <p>12 master's appointment order provides that discovery to</p> <p>13 reference goes to attorneys' fees for all plaintiff's</p> <p>14 counsel.</p> <p>15 SPECIAL MASTER QUINN: I'm sorry. Say that</p> <p>16 again.</p> <p>17 MS. MOORE: The special master's appointment</p> <p>18 order, which provides the scope of your reference,</p> <p>19 provides that you perform this function for all</p> <p>20 plaintiff's counsel, and including a fair and reasonable</p> <p>21 division of the aggregate award among plaintiff's</p> <p>22 counsel. So this is -- I am a person, and I am a</p> <p>23 plaintiff's counsel. And just like the Court has</p> <p>24 referred in other plaintiff's counsel to you, and we did</p> <p>25 have a motion for attorney's fees, and the issue here is</p> <p style="text-align: right;">Page 42</p>	<p>1 Court's overruling of your objection to the approval of</p> <p>2 the settlement?</p> <p>3 MS. MOORE: On very narrow grounds, but yes, Your</p> <p>4 Honor.</p> <p>5 SPECIAL MASTER QUINN: Okay.</p> <p>6 MS. MOORE: So what Mr. Alioto just said, Your</p> <p>7 Honor, is that he reduced my award because I was at</p> <p>8 cross purposes. So he's referring to post settlement.</p> <p>9 SPECIAL MASTER QUINN: Yeah. This has been</p> <p>10 covered, like, really thoroughly in the papers. So I</p> <p>11 think I have my brain around it, for better or worse.</p> <p>12 Okay. Thank you everybody. We'll close the hearing now</p> <p>13 and thank you very much.</p> <p>14</p> <p>15 (TIME NOTED: 2:24 p.m.)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 44</p>
<p>1 whether or not my work was valuable or not.</p> <p>2 SPECIAL MASTER QUINN: Did you actually file a</p> <p>3 motion for attorneys' fees or just a declaration?</p> <p>4 MS. MOORE: I filed a declaration as part of this</p> <p>5 motion. My name is in the motion. And my name is in my</p> <p>6 motion. My allocation case is in the motion. There's a</p> <p>7 declaration on file which you have seen that's been</p> <p>8 given to you before when you were looking at the</p> <p>9 attorney fee motion. Just -- I think I just wanted to</p> <p>10 make sure that was clear and not skewed.</p> <p>11 SPECIAL MASTER QUINN: Thank you. Okay.</p> <p>12 MS. MOORE: Thank you.</p> <p>13 MR. ALIOTO: Special Master, again, I'm not going</p> <p>14 to argue. I just want to reserve an argument because</p> <p>15 it's going to come up later. One of the criteria in</p> <p>16 making an award, at least one of the criteria in the LCD</p> <p>17 case is, did the counsel act collaboratively to</p> <p>18 prosecute the joint IPP effort. That consideration also</p> <p>19 went into the award to Ms. Moore because we contend that</p> <p>20 she was at cross purposes to what we were doing. I'm</p> <p>21 not going to argue it now. You're aware of the issue</p> <p>22 and I just wanted to tell you that that went into our</p> <p>23 analysis and making the allocation. Thank you.</p> <p>24 SPECIAL MASTER QUINN: Okay. And Ms. Moore, just</p> <p>25 a factual point, you have appealed from the District</p> <p style="text-align: right;">Page 43</p>	<p>1 I, the undersigned, a Certified Shorthand</p> <p>2 Reporter of the State of California, do hereby</p> <p>3 certify:</p> <p>4 That the foregoing proceedings were taken</p> <p>5 before me at the time and place herein set forth;</p> <p>6 that any witnesses in the foregoing proceedings,</p> <p>7 prior to testifying, were administered an oath; that</p> <p>8 a record of the proceedings was made by me using</p> <p>9 machine shorthand which was thereafter transcribed</p> <p>10 under my direction; that the foregoing transcript is</p> <p>11 a true record of the testimony given.</p> <p>12 Further, that if the foregoing pertains to</p> <p>13 the original transcript of a deposition in a Federal</p> <p>14 Case, before completion of the proceedings, review</p> <p>15 of the transcript [ ] was [ ] was not requested.</p> <p>16 I further certify I am neither financially</p> <p>17 interested in the action nor a relative or employee</p> <p>18 of any attorney or any party to this action.</p> <p>19 IN WITNESS WHEREOF, I have this date</p> <p>20 subscribed my name.</p> <p>21</p> <p>22 Dated: 10/1</p> <p>23</p> <p>24 </p> <p>25 JOANNA BROADWELL CSR No. 10959</p> <p style="text-align: right;">Page 45</p>



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